



97 Broad Street • Charleston, SC 29401 • Post Office Box 859 • Charleston, SC 29402  
Phone: 843-727-1144 • Fax: 843-727-7696 • [www.wmalawfirm.net](http://www.wmalawfirm.net)

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Direct Dial: (843) 793-6040

By ECF

The Honorable Richard M. Gergel  
United States District Court  
for the District of South Carolina  
P.O. Box 835  
Charleston, South Carolina 29402

**Re: Tyco Fire Products LP v. AIU Ins. Co., et al., Civ. No. 2:23-2384 (D.S.C.)**

Dear Judge Gergel:

Further to the Court's Scheduling Order dated October 30, 2023 (ECF 111), we write jointly on behalf of (1) Plaintiff Tyco Fire Products LP ("Tyco") and (2) Defendants AIU Insurance Company, American Home Assurance Company, Granite State Insurance Company, Insurance Company of the State of Pennsylvania, National Union Fire Insurance Company of Pittsburgh, Pa., and New Hampshire Insurance Company (collectively, the "AIG Insurers") to inform the Court that Tyco and the AIG Insurers have reached a settlement-in-principle.

This settlement-in-principle is memorialized via a binding term sheet and will be finalized through a formal written agreement, which Tyco and the AIG Insurers expect to finalize expeditiously. Pursuant to the settlement-in-principle, once a formal agreement is finalized, Tyco will dismiss the AIG Insurers from this action, with prejudice.

While the formal agreement is being finalized, the AIG Insurers and Tyco respectfully request that all deadlines be suspended, as to the AIG Insurers only, including in respect to Tyco's pending Motion for Partial Summary Judgment Against AIG on Deductibles and Retentions (ECF 257) and (again, in respect to AIG Insurers only) Tyco's pending Motion for Partial Summary Judgment Against AIG and TIG Regarding Certain "Pollution Exclusions" (ECF 256).

Speaking for itself only (and without the AIG Insurers joining in this sentence), Tyco wishes to confirm that the latter Motion (ECF 256) is also directed to, and remains pending against, Defendant TIG Insurance Company, with whom Tyco has not settled.

Tyco and the AIG Insurers agree that this development is wholly without prejudice to, and should have no impact upon, the case schedule in respect to any other issues or insurers.

Respectfully submitted,

WILLS MASSALON & ALLEN LLC

*s/Christy Ford Allen*

Christy Ford Allen (Fed Bar 09549)  
[callen@wmalawfirm.net](mailto:callen@wmalawfirm.net)

and

*s/Allan B. Moore*

Allan B. Moore (*pro hac vice*)  
Covington & Burling LLP

cc: Counsel for All Parties (via ECF)